

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

PURCHASING DEPARTMENT

(860) 291-7270

FAX (860) 282-4857

www.easthartfordct.gov

TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #14-18

RE: HVAC SERVICES

**PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE PURCHASING AGENT,
740 MAIN STREET, EAST HARTFORD, CT 06108 UNTIL WEDNESDAY, FEBRUARY 26, 2014
@ 11 A.M. AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND RECORDED.**

**INFORMATION AND SPECIFICATIONS ARE AVAILABLE AT THE ABOVE OFFICE AND ON THE
TOWN OF EAST HARTFORD WEBSITE - WWW.EASTHARTFORDCT.GOV**

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS WHEN SUCH ACTION IS DEEMED TO
BE IN THE BEST INTEREST OF THE TOWN OF EAST HARTFORD, CT.**

**MICHELLE A. ENMAN
PURCHASING AGENT
(860) 291-7271**



TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time on the title sheet. **Bids received later than the date and time specified will not be considered and will be returned unopened.**
2. Bids are to be returned in the Town provided pink envelope or bid number shall be prominently indicated on any other mailing envelope. The name and address of the bidder should appear in the upper left hand corner of the envelope. **Bids will not be accepted via fax or e-mail.**
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or be represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with the items and/or conditions set forth in the bid specifications. Failure by the bidder to inform himself will not be accepted as an excuse from fulfillment of the bid specifications.
7. All vendors doing business with the Town certify upon acceptance of a bid by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures - section VIII dated 1/88. Vendor agrees to cooperate fully should the Town choose to audit this compliance.
8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award if not part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.
10. The purchasing department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to, price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.

**TOWN OF EAST HARTFORD,
CONNECTICUT**

STANDARD INSTRUCTIONS (con't.)

11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect “see literature” will not be acceptable.
12. Any manufacturers names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.
13. The Town’s competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder’s financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The purchasing department will verify that no delinquent taxes are owed before any bid is awarded.



TOWN OF EAST HARTFORD CONNECTICUT

INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS

1. A Certificate of Insurance naming the Town as an additional insured will be required of the **awarded bidder**. The insurance indemnification clause is contained with the bid specifications. PAGES 7 & 8.

LINE CHECKED RELATES TO THIS PROJECT:

_____ This is a **prevailing wage bid** and the wage rates are included within the Bid Specifications.

XX This **is not** a prevailing wage bid.

2. In accordance with state law, each contract for the construction, remodeling or repair of any public building or public works or improvements shall contain the following provision when the cost of construction, remodeling or repair exceeds the limits as provided in Connecticut General Statutes 31-53; "the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection (h) of Section 31-53 for the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of East Hartford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as parts of his wages the amount of payment or contribution for his classification on each pay day".

LINE CHECKED RELATED TO THIS PROJECT:

_____ This **is a required bonded project**

XX **No bonds** or any other form of guarantee will be required for this bid project.

3. **(IF REQUIRED):** A Bid Bond must be submitted with the bid and may be in the form of certified check or cashier's check **payable to "The Town of East Hartford" or a bond of a surety company authorized to transact business in the State of Connecticut**. No checks will be returned until the bid is awarded. If you are the awarded bidder, your check will be held until it is replaced with another Guarantee of Performance. **Bid Bond shall be 5% (five percent) of total bid price.**

A Guarantee of Performance will be required of the awarded bidder and may be in the form of a certified check or cashier's check payable to "The Town of East Hartford" or a bond of a surety company authorized to transact business in the State of Connecticut. Checks will be retained by the Town for period of time after final acceptance and payment as determined by the complexity of the project. **Performance Bond shall be 100% (one hundred percent) of awarded bid price.**

4. Before starting any work awarded bidders are responsible for obtaining permits as required by Federal, State, MDC, Utilities and/or Town regulations. Any applicable fees shall be included in the total bid price. Town of East Hartford permits will be issued at no charge.

5. The bidder shall abide by all OSHA, Federal , State and local laws, ordinances and regulation, which any manner affect those engaged or employed on the work, or the materials or equipment used in the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance.

If bidder shall discover any provisions in the drawings, specifications or contract, which are in conflict with any such law, by-law or ordinance or regulation, he shall report it to the Town in writing with the bid proposal.

6. Throughout the work period, the contractor shall maintain the work site in a generally accepted standard of cleanliness, free from accumulation of waste materials or rubbish caused by his operations and shall take prompt action to correct any hazardous conditions reported.
7. It is the responsibility of each bidder before submitting a bid, to familiarize themselves with the specifications and conditions that may affect cost, progress, performance or completion of the project.
8. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with generally accepted industry standards.
9. Unless otherwise specified, the contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, fuel, appliances, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.
10. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require.

The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract documents.

Nothing contained in this bid shall create any contractual relation between any subcontractor and the Town.

11. The Contractor shall not assign the whole or any part of this contract or any moneys due or to become without written consent of the Town. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and or any moneys due or to become due to the contractor shall be subject to prior claims of all person, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

****A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE
AWARDED BIDDER****

INSURANCE INDEMNIFICATION CLAUSE

The Town of East Hartford, CT is to be named as an “**additional insured**” and an additional insured policy endorsement must be submitted with the certificate of insurance and the nature of the project is to be stated on the certificate.

INDEMNIFICATION

Contractor agrees to indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the contractor agrees to indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.

INSURANCE REQUIREMENTS

A. **GENERAL REQUIREMENTS**

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR’S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with **Certificates of Insurance signed by an authorized representative of the insurance CONTRACTOR(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR’S** responsibility under this contracts.

The **CONTRACTOR** at the **CONTRACTOR’S** own cost and expense , shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers’ Compensation and Professional Errors & Omissions coverage’s.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **CONTRACTOR** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit **\$1,000,000** is required. The Aggregate Limit will be not less than **\$2,000,000**. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **CONTRACTOR** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of **\$1,000,000** is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. OTHERS: PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, ET AL.

Shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all professional services contracts **only**.

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **CONTRACTOR** shall require the same insurance that it is required to carry by the Town of East Hartford to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

HEATING, VENTILATING & AIR CONDITIONING CONTRACTOR SERVICES

The Town of East Hartford is requesting to have available a HVAC contractor to provide the following services at a fixed hourly rate:

1. On-call Emergency Services

This service is for emergency call in for immediate repairs to HVAC equipment and systems. The contractor must be able to respond to the request within four hours of notification 24/7.

2. Repair Service

This service is for the repair and replacement of minor HVAC equipment and systems. Cost of the labor and materials below \$10,000.00 in total cost. Repairs to be completed during regular hours of the work week.

3. Preventive Maintenance Service

This service is for the prescheduled preventive maintenance to HVAC equipment and systems as needed. A schedule of services to equipment requiring PM will be identified by the contractor and scheduled accordingly.

4. Major Replacement Service

This service is for the replacement of HVAC equipment that will exceed a cost of \$10,000.00 for labor and materials.

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- ❖ Bidder must hold an S-1 license in the state of Connecticut, have at least four S-2 journeymen on staff. These journeymen must be E.P.A. CFC certified in proper refrigerant practices, type universal, must also be familiar with all types of gas and oil burners, boilers, chillers and air handling units.
 - ❖ Majority of service calls will be scheduled during normal working hours of 7 a.m. until 4 p.m. and the town will make every effort to give at least one (1) day notice. Bidders must also provide 24 hour service, 7 days a week and be able to respond to an emergency call within 4 hours of notification.
 - ❖ Price will be for “labor only per hour” on the job site and any required materials will be an extra charge.
 - ❖ **If** a building permit is required, contractor will be compensated for a minimum of one additional billing hour.
 - ❖ Certificate of insurance will be required of the awarded bidder.
 - ❖ Low qualified bidder is called first, if not available, the next qualified bidder is called, etc.
 - ❖ **Materials:** contractors shall provide a percentage mark-up for materials with their bid return. Materials used in the performance of this contract are to be supplied at the vendor’s invoice price, plus the accepted percentage markup. The town reserves the right to request copies of invoices for materials furnished from the contractor’s supplier. The town also reserves the right, at its discretion, to furnish any required materials on any project.
 - ❖ Prices will remain in effect for at least three (3) years at which time, if warranted, the Town can negotiate a price change based on any changes in the Consumer Price Index (CPI) Northeast Urban Area.

MARCIA A. LECLERC
MAYOR

PURCHASING DEPARTMENT

**TOWN OF EAST HARTFORD**
740 Main Street
East Hartford, Connecticut 06108

(860) 291-7271

FAX (860) 282-4857

BID SHEET

This Proposal Is Made With The Understanding That It Will Be Accepted Or Rejected Within Sixty Days, This May Be Extended By Mutual Consent. The Undersigned Declares That All Information And Specifications Have Been Examined And Understood And Makes The Following Offer:

#1 – On-Call Emergency Services: Hourly Rate \$ _____; Percentage Markup for Materials _____ %

#2 – Repair Service: Hourly Rate \$ _____; Percentage Markup for Materials _____ %

#3 – Preventive Maint. Services: Hourly Rate \$ _____; Percentage Markup for Materials _____ %

#4 – Major Replacement Services: Hourly Rate \$ _____; Percentage Markup for Materials _____ %

-- State of Connecticut S-1 License Number _____

--Number of S-2 Journeymen on payroll _____

*Bidders must submit at least 3 references, including contact person and telephone number and email from facilities of 70,000 sq. ft. or more where similar work is/or currently being performed.

*To submit a bid offer, please return this bid sheet, the required three reference and any conditions of your bid prices.

**For all technical questions regarding this bid,
please Contact Gregg Verallis, Facilities Manager
@ (860)291-7362.**

Please Acknowledge any Addenda here by date _____

PRINT OR TYPE ONLY

BIDDER _____

BY _____
TITLE

WRITTEN SIGNATURE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE _____

FAX _____

EMAIL _____

TAX COLLECTOR

VERIFICATION _____

NO DELINQUENT TAXES OWED BY THE **AWARDED**
BIDDER TO THE TOWN OF EAST HARTFORD